

# **EXHIBIT 2**

**1969-1972 UAW - BOHN CONTRACT**

BOHN ALUMINUM & BRASS COMPANY

LOCAL NO. 1402 U.A.W.

The International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and Local No. 1402 thereof, hereafter referred to as the Union, having demonstrated that it represents for purposes of Collective Bargaining a majority of the employees in the appropriate bargaining unit, the said International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and Local No. 1402 and the Holland, Michigan, Plant #16 of Bohn Aluminum & Brass Company, Holland, Michigan, a Division of Gulf & Western Metals Forming Company, hereafter referred to as the Company, hereby agree as follows:

WITNESSETH THAT:

WHEREAS, it is the desire of the parties hereto to promote mutual cooperation and harmony and to formulate a working agreement to cover the relationship between the Company and the Union,

THEREFORE, the parties hereto agree as follows:

ARTICLE I

RECOGNITION

SECTION 1. The Company recognizes the Union as the exclusive bargaining agency in Plant #16 for all production and maintenance employees, including tool

I - Recognition (Cont'd):

room, shipping and receiving employees and group leaders, but excluding office clerical employees, professional employees, all other plant clerical employees, technical, engineering and professional employees, time study employees, time keepers, foremen, assistant foremen, all other supervisors as defined in the Act, and guards, for the purpose of collective bargaining with respect to rates of pay, wages, hours, dismissals, and other conditions of employment, and for the purpose of adjusting any grievance or complaints which may exist now or may arise in the future.

SECTION 2. The Company will not, during the life of this agreement, promote, aid, or finance any other labor group or organization which proposes to engage in collective bargaining, and will not negotiate or deal with any other union group or organization during the period covered by this agreement, unless ordered to do so by the National Labor Relations Board.

SECTION 3. The Company agrees that it will not discriminate against employees in their training, upgrading, promotion, transfer, layoff, discipline, discharge, or otherwise because of race, creed, color, national origin, sex, age, or marital status.

SECTION 4. The Company will not interfere with the right of its employees to become members of the Union. Neither the Company nor any of its agents will exercise discrimination, interference, restraint, or coercion against any representative of the Union because of such representation. The Union agrees that its members and agents will not coerce employees into membership and will not engage in Union activity during working hours except as authorized in this agreement.

## ARTICLE II

### UNION SECURITY

SECTION 1. All present employees who are members of the Union shall, as a condition of continued employment, maintain their membership in the Union during the life of this agreement through regular payments of initiation fees and dues to the Union. The Company may hire new employees who do not belong to the Union, but all new employees and all present employees who are not members of the Union shall, as a condition of continued employment, join the Union forty (40) days of work after the date of employment on the effective date of this agreement and shall thereafter maintain membership in the Union during the life of this agreement through regular payments of initiation fees and dues to the Union.

SECTION 2. The Union agrees that membership in the Union will be available to each employee on the same terms and conditions generally applicable to other members of the Union. The Union further agrees that the Company will not be requested to terminate the services of any employee who has been denied membership in the Union; or be requested to terminate the services of any employee for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership.

SECTION 3. The Union will notify the Company in writing of any employee who, during the life of this agreement, shall cease to be a member of the Union in good standing. Such notice shall be supported by an affidavit of the Secretary of the Local Union to the truth of the facts contained therein. Such employees will be

II - Union Security (Cont'd):

discharged within two (2) days after receipt of said affidavit.

SECTION 4. The Company agrees to deduct from the earnings of each Union member, after the payroll deductions required by law, an amount equal to the regular initiation fees and membership dues of such member, provided the employee on whose account such deductions are to be made shall have filed a written assignment with the Company authorizing such deductions. The Union agrees to provide the necessary assignment of wage forms. The amounts so deducted by the Company for initiation fees and dues shall be remitted each month by the Company to the Union.

In the case of special emergency dues of more than \$10.00 levied by the International Union, the Company agrees, upon proper notification, to make bi-weekly deductions of such dues. If for any reason an employee's dues are not deducted in the scheduled pay period, the Company will deduct these dues on his first pay period following.

ARTICLE III  
MANAGEMENT

SECTION 1. The management of the work and the direction of the working forces including the rights to hire, promote, transfer, suspend, or discharge are vested exclusively in the Company. The operations throughout the plant shall be determined by the Company, including the rights to decide the nature, means, and methods of operations.

SECTION 2. Production standards shall be established on the basis of fairness and equity consistent with the quality of workmanship, efficiency of operations, and the reasonable working capacities of normal operators. The Union shall have the right to process grievances involving disputed production standards through the grievance machinery set up in this contract but not including arbitration.

SECTION 3. The Company reserves the right to continue to contract out certain building repair, maintenance and tooling work, as has been the custom; to sub-contract production work which may be over and above the acceptable burden for its regular facilities for any particular type of work. However, this will not be used for the purpose of reducing the work force.

## ARTICLE IV

### REPRESENTATION

SECTION 1. In all matters of collective bargaining the Union shall be represented by a Bargaining Committee, which shall likewise act as the grievance committee of five (5) persons who shall include in their number the president of the Union.

SECTION 2. For the purpose of collective bargaining as it pertains to the grievance procedure, the employees shall have the right to be represented by Stewards as specified below:

#### Day Shift

Forge	1
Fabrication:	
Buffing	1
Mechanical	1
Anodize & Paint	1
Extrusion	1
Shipping & Receiving	1
Maintenance, Tool Room, & Building & Grounds	1

#### Afternoon Shift

Forge	1
Fabrication:	
Buffing	1
Mechanical	1
Anodize & Paint	1
Extrusion (including Shipping & Receiving	1

Any department with less than five (5) employees per shift will be represented by the Forge Steward

IV - Representation (Cont'd):

The Union may designate one of the afternoon shift stewards to function as Chief Steward for his shift.

Midnight Shift

Forge 1

Fabrication:

    Buffing & Mechanical 1

Extrusion 1

Any department with less than five (5) employees per shift will be represented by the Forge Steward

It is understood and agreed between the parties that it may be necessary to change the above schedule for Steward representation because of changes in productive operations or conditions. Any such changes shall be negotiated between the Company and the Union.



## ARTICLE V

### GRIEVANCE PROCEDURE

SECTION 1. For the purpose of this Article, a grievance shall be defined as a complaint against the Company in regard to the interpretation or application of this Agreement, or a complaint in regard to working conditions within the plant or on Company premises. The Grievance Procedure shall be as follows:

A - The employee or a representative of a group of employees or the Steward of the department or both, shall take the grievance up with the Foreman of the department. If it cannot be settled verbally, it shall be presented in writing to the Foreman of the department within three (3) working days. The Foreman shall give his decision in writing within two (2) working days after the grievance is received.

B - In the event the grievance is not settled with the Department Foreman, the Steward and a member of the Bargaining Committee shall present said grievance to the Superintendent, in writing, and signed by the aggrieved. Such written grievance shall be presented within three (3) days (working days) following the Foreman's decision. The Superintendent shall give his decision, in writing, within three (3) working days after receiving the grievance in writing.

C - In the event the grievance is not settled with the Superintendent, it will be referred to the Personnel Manager in writing within three (3) working days following the Superintendent's decision. The Personnel Manager will place the grievance on the Agenda for decision between the Bargaining Committee and Plant Management at the next regularly scheduled Union-Management meeting

V - Grievance Procedure (Cont'd):

unless the issue is tabled by mutual agreement.

Union-management meetings shall be scheduled as follows:

Second Thursday of each month at 10:00 a.m., providing there are grievances to consider and the issues are listed on an agenda presented to the Company by noon on the Tuesday prior to the meeting day. The meeting date may be changed by mutual agreement. Minutes of each union-management meeting shall be given to the committee and posted in the plant no later than Wednesday noon following the meeting. If the Company, or Union Representative, designated herein to make the presentation of and decision on the grievance are not available, an additional five (5) working days shall be allowed. If the grievance is one which presents a possible continuing liability or is of an urgent nature, a special meeting may be held. The International Representative of the Union and the Company Director of Industrial Relations, or his representative, may also attend meetings at this step of the Grievance Procedure.

D - If the grievance is not resolved as provided in sub-section C hereof, it may, by written notice directed by one party to the other, be referred to arbitration. Such notice shall be given within twenty (20) days after the receipt of the final written decision of the Company.

Grievances concerning the interpretation or application of this agreement, except those dealing with wages, production standards, and health and safety may be appealed to arbitration.

In the event that the Company and the Union cannot agree upon an

V - Grievance Procedure (Cont'd):

arbitrator within five (5) days after the written notice of intention to submit the matter to arbitration, the matter will be submitted to the American Arbitration Association for disposition according to the rules of that Association. The decision of the arbitrator shall be in writing and shall be final and binding upon both parties. One (1) copy of the arbitrator's decision shall be sent directly to the International Union, Arbitrator Service Department, 8000 E. Jefferson Avenue, Detroit, Michigan.

The Company and the Union shall share equally the compensation and expenses of the arbitrator. All other arbitration expenses, including the payment of witnesses, shall be borne by the party incurring them.

The arbitrator shall have authority to interpret this agreement for the purpose of settling grievances and he may modify penalties assessed by the management in disciplinary discharges and layoffs; but he shall have no authority to add to or subtract from or change this agreement or to arbitrate wages, production standards, or health and safety.

It is understood that time limits established between steps of the Grievance Procedure may be extended by mutual agreement. Failure of the Union to either request an extension of the time limits or appeal a grievance to the next step within the time limits shall be considered as a withdrawal of the grievance. When a grievance has been satisfactorily settled, the terms of the settlement shall be reduced to writing and copies furnished to both parties.

Any claims, including claims for back wages by an employee covered by this Agreement, or by the Union, against the Company, shall not be

V - Grievance Procedure (Cont'd):

valid for any period prior to the date the grievance was first filed, unless there is substantial evidence that the circumstances of the case made it impossible for the employee, or the Union, to know that grounds for such a claim existed prior to the date the grievance was filed. In any case, the claim shall be limited to thirty (30) days retroactive to the date the grievance was first filed.

Deductions from an employee's wages to recover overpayments made due to Company error shall be limited retroactively to a period not to exceed thirty (30) days prior to the date the employee was first notified of the overpayment.

SECTION 2. Members of the Union Bargaining Committee and Stewards will be paid for time spent in grievance settlement, provided in the opinion of Management, the privilege is not abused.

Time spent in meetings with management on grievances outside the employee's regular eight (8) hour shift will not be paid for by the Company unless the Company requests that the meeting be continued beyond the employee's regular quitting time.

The rate of pay for Union Representatives while settling grievances and while meeting with Management will be their hourly rate.

SECTION 3. No Union Representative shall seek grievance settlement or use any time for grievance investigation without first receiving permission from his Foreman. Any Union Representative authorized to function in a department in which he is not himself employed, must notify his own foreman before leaving his

#### V - Grievance Procedure (Cont'd):

job or department and must check with the supervisor of the department to which he is going before proceeding further. The Company will recognize only the Union Representative(s) designated to handle grievances in the appropriate step of the procedure.

SECTION 4. Any grievance concerning a rate or production standard which cannot be settled with the Foreman or the Superintendent shall be immediately reduced to writing and presented by a Union Bargaining Committee member to the Company Representative in the third step. The Company will promptly investigate and attempt to resolve such grievance. If the Union requests that an Industrial Engineer or Time Study Man from the International be given an opportunity to investigate the disputed standard, such representative shall be allowed access to observe the job in dispute upon application to the Company in advance of the date of plant entry. He will, likewise, be permitted to check with the Company Industrial Engineer and in such case it is agreed to hold the grievance in the third step until this can be accomplished. The same procedure will be followed at the Union's request by the International Compensation and Safety Department Representative in grievances at the third step level involving health and safety.

SECTION 5. When entering the plant on his own time for the purpose of investigating a grievance on an off-shift, the president, or his alternate in case of the president's absence, shall sign in with the Plant Guard or Plant Supervision and report first to the supervisor on the shift. When entering a department for the purpose of this investigation, the president, or his alternate in case of the president's absence, will make his presence known to the department supervisor and

V - Grievance Procedure (Cont'd):

will not discuss the grievance with any employee without first notifying the supervisor.

ARTICLE VI

STRIKES AND LOCKOUTS

SECTION 1. The Company agrees that during the term of this Agreement there shall be no lockouts until all of the Grievance Procedures, including arbitration, have been exhausted, and in no case on which the Arbitrator shall have ruled, and in no other case on which the Arbitrator is not empowered to rule until after negotiations have continued for three (3) days. A layoff due to lack of work shall not be construed as a lockout.

The Union agrees that during the term of this Agreement there shall be no strikes, slow-downs, or stoppage of work until all the grievance procedures, including arbitration, have been exhausted, and in no case on which the Arbitrator shall have ruled, and in no other case on which the Arbitrator is not empowered to rule, until after negotiations have continued for three (3) days, and not even then unless authorized by the International Union, UAW.

## ARTICLE VII

### DISCIPLINE AND DISCHARGE

SECTION 1. It is mutually agreed that the Company may adopt and publish rules of conduct for all employees, governing their conduct while upon the premises of the Company, provided that such rules are not contrary to the terms of this Agreement.

SECTION 2. Any employee of the Company who violates the published rules of conduct or other reasonable published requirement of the Company, shall be subject to disciplinary action by the Company up to and including discharge.

SECTION 3. It is recognized that an employee should be allowed to improve his status; therefore, disciplinary action shall relate only to those violations of the immediate past twelve (12) calendar months. Furthermore, when an employee has received no disciplinary action for a twelve (12) month period, his record shall be cleared.

SECTION 4. The Company agrees to permit any seniority employee who has been disciplined by layoff or discharge to present his case to Management at the earliest possible date.

An employee who is removed from his work or called to an office for interview regarding unsatisfactory work or conduct, or for violation of shop rules shall be represented by a Steward or Committeeman. The employee will be informed of his right to such representation.



VII - Discipline and Discharge (Cont'd):

SECTION 5. In the event a discharged or disciplined employee desires to have the Union review the case with the Company, the matter will be handled in accordance with the Grievance Procedure as outlined in Article V hereof.

SECTION 6. A seniority employee physically unable to fulfill the requirements of his job shall not be subject to discharge until after he has had a reasonable chance to qualify for other work in the same department or plant.

SECTION 7. Excessive garnishments will not be tolerated. Employees who receive garnishments or wage attachments of any kind will be subject to disciplinary action as follows:

First offense:	Disciplinary Warning
Second offense:	1-Day Layoff
Third offense:	3-Day Layoff
Fourth offense:	Discharge

The four (4) offenses must occur within the same twelve (12) month period.

Pursuant to Michigan Public Act No. 175 of 1964, the Company will not discipline any employee subject to a court ordered wage assignment in favor of the Friend of the Court for the support of minor children and/or a divorced or estranged spouse.

Michigan state law will be adhered to if in conflict with this Section.

SECTION 8. Absenteeism and Tardiness:

Upon accumulating a total of five (5) points for unexcused absence and/or tardiness in a six (6) month period, employees will be issued a written

VII - Discipline and Discharge (Cont'd):

warning. On the sixth (6th) point, employees will be issued a one-week disciplinary layoff and on the seventh (7th) point, employees will be discharged.

Absence due to illness will not be counted provided the employee has a good attendance record overall and provided further that excessive time off because of illness does not result from such consideration.

Absences due to accident or death in the immediate family will not be counted if acceptable proof is presented.

Employees who have no unexcused absences or tardiness for a period of six (6) calendar months will have their records cleared.

For the purpose of arriving at the number of points for unexcused absence and/or tardiness as referred to above, each day of unexcused absence will be counted as one (1) and each unexcused tardiness of less than one (1) hour will be counted as one-quarter ( $1/4$ ) and each unexcused tardiness of one (1) hour or more will be counted as one-half ( $1/2$ ).

For example, four (4) days of unexcused absence and two (2) occasions of tardiness of less than one (1) hour will total four and one-half ( $4-1/2$ ) points.

Upon advance application to the foreman, an employee may be given an excused absence if he presents an acceptable reason.

## ARTICLE VIII

### SENIORITY

SECTION 1. All employees are probationary until they have completed forty (40) days of work. After such period they shall be considered Seniority Employees.

SECTION 2. All employees shall have Department Seniority and Plant Seniority. Department Seniority is equal to the total length of service in a Department. Plant Seniority is equal to the total length of service with the Company.

SECTION 3. Seniority lists cover the following departments:

Maintenance

Tool Room

Fabrication - Mechanical

Fabrication - Anodize

Buffing

Paint

Extrusion

Extrusion Die Repair

Forge

Shipping and Receiving

Building and Grounds

Laboratory Helpers

Inspection

SECTION 4. Seniority Application in all Classifications except Maintenance

Journeyman, Tool and Die Journeyman, and Apprentices, Extrusion Die Repairmen and Extrusion Die Repair Trainees:

A - Department Seniority shall be used in the following cases:

(1) Whenever practicable in determining work shift;

(2) Determining the order in which employees are laid off from their department;

VIII - Seniority (Cont'd):

- (3) Determining the order in which employees are recalled to their original department;
- (4) Together with ability, in selecting employees for open jobs in their department;
- (5) Determining the order in which employees are reduced from their classification.

B - Plant Seniority shall be used in the following cases:

- (1) Determining the order in which employees are laid off from the plant;
- (2) Determining the order in which employees are recalled to work from plant layoff;
- (3) In considering employees who have applied for a transfer into another department.

SECTION 5. Promotions and Transfers in Departments Outlined in Section 4:

All employees shall have an opportunity to transfer into departments other than their own according to their Plant Seniority; and to move to open job classifications in their own department, according to Department Seniority as follows:

A - Job openings, except Group Leaders, in the higher skilled classifications within a department, along with job qualifications, shall be posted on the Department Bulletin Board for two (2) working days. Employees in the department who wish to be considered for the job may so indicate by signing their names on the bulletin board notice. Employees shall be considered for the job on the basis of ability and Department Seniority. Job qualifications, length of

### VIII - Seniority (Cont'd):

trial period, and whether the employee has satisfactorily completed the trial period shall be determined by the Company. Job openings which are created by absenteeism, leave of absence, and vacations will not be posted.

B - Employees may apply for a transfer at the Personnel Department for jobs in departments outlined in Section 4 other than their own. Before new employees are hired, employees requesting transfer to a different department shall be considered on the basis of ability and Plant Seniority. Employees so transferring must follow the established procedure of job progression to qualify for promotion. The Company reserves the right to hire experienced people to fill immediate needs, and also reserves the right to retain an employee who otherwise would be transferred for a reasonable length of time in order to train his replacement. The Company will promptly attempt to obtain and train such replacement.

C - All employees transferred to a job in another department as outlined in Section 4, shall retain their seniority in their old department for a period of forty (40) working days and shall start accumulating seniority in the new department the first day. After forty (40) working days' service in the new department, the transfer shall be considered permanent and employee's seniority in the new department shall equal employee's total length of service in his plant.

D - In the event an employee who has requested and received a transfer to another department is laid off in the new department before completing forty (40) working days of service, due to a force reduction, he shall be credited with the number of days worked in the new department and upon recall must complete

VIII - Seniority (Cont'd):

the number of days needed to total forty (40) working days before being given full seniority in the new department. An employee laid off from his regular department must return to such department when recalled; and will maintain and accumulate seniority in his original department only.

SECTION 6. Temporary Transfers:

In the event the Company transfers an employee to a temporary job, the employee so transferred shall take the rate of pay of his original job or the rate of pay of the job to which transferred, whichever is higher.

SECTION 7. Preferential Seniority:

All persons elected or appointed to hold Local Union positions must be employees of the Company. The President, Vice President, Recording Secretary, Financial Secretary, Guide, Sergeant at Arms, Trustees, and members of the Bargaining Committee of the Union shall head the Seniority List during their terms of office, but shall be returned to their original standing upon termination of their service on said committee or in said office. The President, Recording Secretary, Financial Secretary, and members of the Bargaining Committee shall be assigned to the Day Shift during their terms of office if requested by the Union, but shall be assigned a shift according to their seniority upon expiration of their term of office. Stewards shall head the seniority lists in their respective departments or districts during their terms of office. The Local officers, committeemen, and stewards shall in the event of a layoff be continued at work as long as there is a job in their respective departments which they are able to do without training. Seniority under this section will apply to layoff and recall only.

VIII - Seniority (Cont'd):

SECTION 8. Any employee covered by this agreement transferred or promoted to a supervisory or other job outside the bargaining unit will continue to accumulate Plant Seniority as well as seniority in the department from which he was promoted provided, however, such an employee may not be promoted and returned to the bargaining group more than twice in any twelve (12) month period. Such employee may voluntarily return or may be returned by the Company to the bargaining unit at which time he may apply his seniority to claim any open job, or any nonposted job held by an employee with lower seniority.

Foremen and supervisory employees shall not perform work normally done by Bargaining Unit workers, except in case of emergency or for instruction or experimental purposes. The restriction on Supervisors performing work normally done by Bargaining Unit workers shall not apply to the Foreman of the Tool Room, nor shall it apply to Maintenance Supervisors performing electrical work such as they have performed in the past.

SECTION 9. Layoffs:

A - Layoffs from the plant out of the departments outlined in Section 4 shall be by Plant Seniority. Probationary employees in such departments shall be laid off first. Employees with the least amount of Department Seniority shall be laid off from their department.

An employee laid off from his department will be placed on an open job in another department that he can perform without training. If no such open jobs exist, he will replace the employee with the lowest plant-wide seniority, provided he can perform such job without training. If the lowest seniority employee

#### VIII - Seniority (Cont'd):

would then be laid off from the plant, the bumping employee may elect to take the layoff instead of exercising his seniority. However, he must accept the first open job when recalled. If he does exercise his bumping privilege and remains in the plant, he may then (if he has suffered a reduction in pay by bumping) apply to the Personnel Department for a higher paying job plant-wide, if he has previously satisfactorily performed such job in this plant. If such a job is held by an employee with less plant-wide seniority, he will be assigned to the job and shift held by the most junior employee in such classification. The Company may have up to thirty (30) days to effect such transfer.

B - An employee going to work in a department other than his own, because of layoff, must return to his own department when recalled.

#### SECTION 10. Temporary Layoffs:

A temporary layoff is one which may be of no more than five (5) working days' duration, and these layoffs may be made without regard to seniority or shift.

#### SECTION 11. Recalls Following Layoffs:

Employees shall be notified of their recall to work by either personal message, telephone, or telegraph, confirmed by certified mail, return receipt requested. Upon being recalled, employees who fail to report for work within the period outlined in Section 12, Item D, of this Article, shall be considered to have voluntarily quit.

Seniority employees shall be recalled to work before probationary employees are recalled.



## VIII Seniority (Cont'd):

When employees are to be reemployed within a department, those employees having the greatest departmental seniority shall be called back first.

### SECTION 12. Seniority Break-off:

Seniority is broken under the following conditions:

- A - When an employee quits.
- B - When an employee is discharged.
- C - Being laid off the Company payroll continuously for a period as follows:

- (1) One (1) year for seniority employees with less than one (1) year seniority at the time of layoff.
- (2) For a period of time equal to the length of seniority at the time of layoff, up to a maximum of two (2) years for employees with one (1) to three (3) years' seniority.
- (3) Employees with more than three (3) years seniority may obtain protection for an additional one (1) year (making a total maximum of three (3) years from date of layoff) by indicating to the Company in writing that it is their intention to return to work when recalled. Such notice must be given to the Company and the Union by registered mail fifteen (15) days following the two (2) continuous years of layoff referred to above.

D - Failure to notify the Company of intention to return to work within three (3) days after notice has been sent by the Company by personal message, telephone, telegraph, or certified mail, return receipt requested, and failure to return to work within five (5) days from receipt of such notice from the Company. No employee shall lose his seniority if failure to return to work when called is caused by sickness or accident, provided that the Company is notified thereof within three (3) days from the time notice is sent and provided, further, that such

VIII - Seniority (Cont'd):

employee upon his recovery shall immediately report to the Company for work. The Chairman of the Bargaining Committee of the Union will be notified in writing of any employee's failure to report for work within three (3) days after notice has been sent.

E - Failure to come to work for three (3) consecutive days without properly notifying the Company and without giving acceptable reason for such absence.

F - When an employee retires and receives a nondisability pension under the Company pension plan.

G - Failure to report for work within ninety (90) calendar days after receiving a military discharge provided, however, that discharged servicemen on Medical Leave of Absence shall not be subject to the provisions of this sub-section.

H - Failure to report for work upon the expiration of a leave of absence without giving an acceptable reason.

SECTION 13. Seniority Lists:

The Company will furnish to each member of the Bargaining Committee and Stewards a complete plant seniority list each three (3) months. Copies will be posted on the bulletin boards. The Company will maintain in the Personnel Department a master seniority list which will be kept up to date at all times. Two (2) or more employees having the same date of first employment shall, for all seniority consideration, be listed as follows: Day Shift employee ranks first, Afternoon Shift employee ranks second, and Midnight Shift employee will

#### VIII - Seniority (Cont'd):

be given the following day's date. If two (2) or more employees begin work on the same shift, they will rank according to the order in which the employment paper-work is completed. If transferred to another department, they will be ranked according to the plant-wide master seniority list. The Company will furnish to the Union each month a list of additions or deletions.

The Recording Secretary of the Union will provide the Company with an up-to-date written list of committeemen, officers, and stewards each three (3) months, and/or whenever there are changes.

#### SECTION 14. Shift Preference:

Once each six (6) months employees having seniority may make application for transfer to another shift, in the same classification and department as they are working at time of application. Such applications will be made in writing to the Personnel Department. No further changes will be made for a period of six (6) months unless an opening in the same classification and department should occur on another shift during such period. In the event such an opening occurs, preference will be given to the longest-seniority employee who has made application for that shift. It is recognized that where necessary, an experienced employee shall be assigned an off shift for the time required to train a new employee.

#### SECTION 15. Skilled Departments:

Tool Room

Maintenance

Extrusion Die Repair

VIII - Seniority (Cont'd):

A - Application of Seniority in Skilled Departments:

The seniority of employees transferring to jobs in the Tool Room and Maintenance Departments shall agree with the date of entry into the department. Department seniority, whenever practicable, shall be used in determining work shift. The seniority of the employees in the Extrusion Die Repair Department is covered in the Skilled Trades Supplementary Agreement.

B - Promotion to Higher Skilled Jobs:

All job openings, except Group Leader, in the skilled departments, along with qualifications, shall be posted on the bulletin board per procedures outlined for departments specified in Section 4.

C - Layoffs:

Layoffs from the Skilled Departments shall be by job classification seniority. Employees laid off from these departments may claim a job in departments specified in Section 4, providing they have the ability and sufficient plant seniority; or these employees may elect to take a voluntary layoff. Probationary employees shall be laid off before seniority employees are laid off.

D - Temporary Layoffs:

Same as for departments specified in Section 4.

E - Recalls:

Employees in Skilled Departments shall be recalled to work as jobs become available, that they are capable of performing; and will be recalled in the reverse order in which they were laid off.

F - Seniority Break-off:

Same as for departments specified in Section 4.

VIII - Seniority (Cont'd):

G - Seniority Lists:

Same as for departments specified in Section 4.

SECTION 16. When an employee's absence from work is due solely to his being incapacitated for work through accident or occupational disease arising out of and within the scope of his employment, he shall not lose seniority and shall be returned to work in accordance with his seniority as nearly as may be practicable, as if he had not suffered such disability, provided he returns to work within five (5) years and is able to perform work available to him when he returns. In the event that he is so incapacitated as not to be able to perform his regular work, he may be employed in other work which is available and which he can perform without regard to the seniority provisions of this agreement.

## ARTICLE IX

### LEAVES OF ABSENCE

SECTION 1. An employee requesting a leave of absence for more than one (1) day shall make application therefor in writing, on a form provided for that purpose, to the supervisor of the department in which he is employed. Employees must have six (6) months or more seniority to be eligible for consideration of a leave of absence, except in those cases where definite proof is provided that they are unable to work due to emergency or sickness.

SECTION 2. Leaves of absence for reasons other than medical or for vacation may be granted at the discretion of the Company to any employee for such period as the Company may determine, but not exceeding two (2) months. When a leave of absence is granted to an employee, before it shall become effective he and the Union shall be furnished with a written notice of the duration of such leave. The employee must state the reasons he desires a leave on his application. It is agreed that leaves under this section are to be granted only under special and/or unusual circumstances.

SECTION 3. Leaves of absence other than medical will normally be given only for periods comparable to the usual vacation allowances of one (1), two (2), three (3), or four (4) weeks per year depending on length of service of the employee concerned. An employee may use his vacation leave time as he sees fit, but leaves of absence will not be given in order or for the reason that the employee wishes to do other work, either for others or on his own farm or house or business.

IX - Leaves of Absence (Cont'd):

SECTION 4. An employee who shall become ill and whose claim is supported by evidence satisfactory to the Company, shall be granted a sick leave of absence for the period of such disability provided it does not exceed two (2) years.

SECTION 5. An employee while on leave of absence accepting employment by others for compensation without permission of the Company and the Union, shall be deemed to have voluntarily quit.

SECTION 6. Employees elected or selected to perform union duties, and employees elected to public office in their respective counties or states, or in the United States Congress, shall be granted leave of absence until such service shall end.

SECTION 7. Employees who become pregnant shall be granted and must accept a leave of absence at least four (4) months prior to the expected date of delivery and shall be required to return to work within three (3) months after delivery, except in those cases where a doctor's certificate is issued that they are unable to return, or as otherwise agreed to between the Company and the Union.

SECTION 8. Any employee who has seniority and who is accepted for service in the Peace Corps shall, upon making written application, be granted a leave of absence for his first term of service in the Corps, not to exceed a period of thirty (30) months. Seniority will accumulate during the period of such leave.

SECTION 9. Employee veterans who have acquired seniority and other employees with seniority of one or more years who desire to further their education

IX - Leaves of Absence (Cont'd):

may make application for a leave of absence for that purpose. The granting of such a leave shall be subject to mutual agreement between the Company and the Union following consideration of the applicant's length of service and the type of schooling to be followed.

Such a leave shall be continuous for a period not to exceed twelve (12) months. Additional leaves of absence may be granted, at the option of Management.

SECTION 10. Seniority shall accumulate during authorized leaves of absence.



## ARTICLE X

### WAGES, HOURS, AND OVERTIME

SECTION 1. For the purpose of computing overtime premium pay, the regular working day is eight (8) hours and the regular working week is forty (40) hours.

The work week shall be deemed to commence with the No. 1 shift Monday (7:00 p.m. Sunday to 5:00 a.m. Monday) and ends one hundred sixty-eight (168) hours thereafter.

Work schedules which exceed eight (8) hours per day or forty (40) hours per week shall be compensated for as follows:

A - Time and one-half will be paid for all hours worked in excess of eight (8) hours per day in any continuous twenty-four (24) hours beginning with the starting time of the employee's shift, and for all hours worked in excess of forty (40) hours per week. When hours are worked in excess of eight (8) in twenty-four (24) hours because of an employee requested shift change, such hours will not be considered for overtime premium pay unless those hours otherwise qualify for such premium pay.

B - Time and one-half will be paid for Saturday work. No employee shall be laid off during the week for the purpose of avoiding overtime payment.

C - Double time will be paid for work on Sundays and for work on the designated holidays.

D - There shall be no pyramiding of overtime pay, and allowance

X - Wages, Hours, and Overtime (Cont'd):

made for time not worked shall not be used in computing hours worked.

E - When possible, the Company agrees to give nine (9) working hours previous notice of work to be performed on Saturdays and holidays.

F - When overtime is necessary, employees who customarily work on the classification involved shall work the overtime period. Insofar as practical, employees working on the same operation shall have the overtime divided equitably among them. Employees may decline the overtime subject to the remainder of this paragraph. Overtime regularly scheduled for periods of time will be rotated. Daily overtime on a casual basis will be performed by the man who is working on the classification involved. If he is notified of the overtime work the preceding day, it will be compulsory for him to perform such daily overtime. If he is notified on the day when the overtime is scheduled to be performed, it will be voluntary. Regarding Saturday overtime, the Company will follow its past practice of going outside of the department and classifications scheduled to work to get qualified volunteers in the event a sufficient number of employees in the department affected do not wish to work overtime. Having done this and still not having sufficient employees willing to work the Saturday overtime, the Company will then assign the overtime work to employees in the classification in the order of inverse seniority with the junior qualified employee assigned first, etc., until the Company has obtained sufficient employees to do the work. This provision does not apply to temporary employees, nor does it apply to Sunday overtime, except that it will apply to Sunday on breakdown situations, and in case of national emergency.

X - Wages, Hours, and Overtime (Cont'd):

G - Equalization of Overtime:

All employees' overtime hours will be adjusted to zero beginning 12/5/69. The following provisions of this paragraph apply to weekend overtime:

When an entire department is scheduled to work overtime, this information will be posted on the department bulletin board by Wednesday noon. All employees will report for work on their regular shift unless they inform their foreman by 7:00 A.M. Thursday that they do not want to work the overtime offered, in which case they will be charged with the equivalent overtime hours. If an employee is absent on Wednesday, he will be scheduled to work the overtime. If he is also absent Thursday, he will be deleted from the overtime schedule and charged the equivalent hours. The jobs will then be filled by qualified volunteers from outside the department.

When a partial department is scheduled to work, scheduled overtime will be offered to employees in their classification within the department in the order of least amount of overtime hours until jobs are filled. The determining factor in overtime assignment will be the least number of overtime hours worked or charged without regard to seniority. The first employees asked will be offered work on their regular shift until the employees regular shifts are filled. Next employees asked will be offered work on a shift other than their regular shift. When an employee is offered overtime he will be advised of the day, shift and job. The employee must accept or reject the overtime offer at the time the offer is made. An employee who refuses offered overtime will be charged with the equivalent number of overtime hours. If an employee is absent for any reason

X - Wages, Hours, and Overtime (Cont'd):

when the overtime is offered, he is automatically charged the equivalent overtime hours.

A separate "volunteer" list of overtime hours will be maintained by the personnel department in order to equalize overtime hours worked out of classification or out of regular department. When insufficient employees in a department volunteer to work scheduled weekend overtime, qualified volunteers from other departments will be offered overtime according to the least number of overtime hours worked or charged in departments other than their own. Hours included on the "volunteer" list will not be included in the department list.

Union representatives will be charged overtime hours in the same manner as any other employee. In the event that an employee is no longer a union representative, his overtime hours within his classification will be adjusted to the highest number of overtime hours within the classification.

An employee who accepts an overtime assignment and who fails to report for work without acceptable excuse will be charged double the overtime hours available to work.

H - When five (5) or more people are scheduled to work overtime in a Steward's department or district, the Steward will be offered an opportunity to work provided he is qualified to do one of the jobs scheduled to be performed. If the Steward is unavailable or unable to perform one of the jobs scheduled, a Bargaining Committeeman will be offered work in his place, provided he is qualified to perform one of the jobs scheduled to be done. This will be handled

X - Wages, Hours, and Overtime (Cont'd):

according to established past practice.

I - No Local Union Officer shall take time away from the plant for the purpose of conducting Union business except with the permission of his foreman or supervisor. Such permission shall be freely granted. In the event such officer leaves the plant with permission during his work shift to perform duties for the Union, the time so taken shall, for the purpose of computing overtime pay or holiday pay, be considered as time actually worked.

J - Time spent by the Bargaining Committee in contract negotiations will be counted as time worked for the purpose of pension credit, vacation hour requirements, and to satisfy the conditions for holiday pay if otherwise eligible.

SECTION 2. Employees will be paid eight (8) hours pay at their regular straight time hourly rate exclusive of night shift, and overtime premium for the holidays specified elsewhere in this Contract providing they meet all of the eligibility rules set forth in this Contract.

SECTION 3.

A - An employee whose scheduled shift starts on or after 7:00 p.m. but before 5:00 a.m. shall be deemed to be working the No. 1 (Midnight) shift.

B - An employee whose scheduled shift starts on or after 5:00 a.m. but before 10:30 a.m. shall be deemed to be working the No. 2 (Day) shift.

C - An employee whose scheduled shift starts on or after 10:30 a.m. but before 7:00 p.m. shall be deemed to be working the No. 3 (Afternoon) shift.

X - Wages, Hours, and Overtime (Cont'd):

SECTION 4. Any employee permitted to report for work, without having been notified that there will be no work, will be given four (4) hours work or four (4) hours pay at his regular rate. This provision shall not apply when the lack of work is due to labor dispute at this plant, fire, acts of God, utility failures, or other causes beyond the control of the Company. Employees absent at the time notice is given that there will be no work and employees reporting for work following a leave of absence will not be entitled to call-in pay.

SECTION 5. Any employee called to work will be given a minimum of four (4) hours work in the plant or four (4) hours pay at his regular hourly rate. Any employee called to work during a shift other than the one he is regularly working, because of an emergency, will be paid a minimum of four (4) hours pay, and may not be required to work beyond the duration of the emergency. This will not include persons continuing work into another shift beyond their regular working hours.

SECTION 6. Under normal conditions pay checks will be distributed prior to the lunch period on Friday of each employee's regularly scheduled work week. Afternoon shift employees will normally receive their pay checks on Thursday. However, any such employees who receive pay checks on Thursday and who do not complete their work shift on Thursday or who do not report to work on the scheduled next day following receipt of said pay checks will forfeit their privilege of being paid on Thursday until they have demonstrated improved work attendance.

SECTION 7. A shift premium of ten cents (10¢) per hour will be paid to employees regularly working on the first (Midnight) shift. A shift premium of

X - Wages, Hours, and Overtime (Cont'd):

ten cents (10¢) per hour will be paid to employees regularly working on the third (Afternoon) shift.

WAGE INCREASES AND UPGRADING

SECTION 8.

A - General Increases

Effective December 5, 1969, each employee covered by this agreement shall receive a wage increase of twenty cents (20¢) per hour and, in addition, each employee in a skilled trades job classification shall receive a wage increase of thirty cents (30¢) per hour. Certain other increases in rates have been agreed upon as outlined in Exhibit A attached hereto and made a part of this agreement as if set out in full herein. Wage rates are fixed for the period of this agreement.

B - Improvement Factor

The improvement factor provided herein recognizes that a continuing improvement in the standard of living of employees depends upon technological progress, better tools, methods, processes and equipment, and a cooperative attitude on the part of all parties in such progress. It further recognizes the principle that to produce more with the same amount of human effort is a sound economic and social objective. Accordingly, effective as of December 5, 1970, and December 5, 1971, each employee covered by this agreement shall receive an improvement factor increase in his straight time hourly wage rate (exclusive of Cost of Living Allowance and shift premium) in accordance with the following table:

<u>Straight Time Hourly Wage Rate</u>	<u>Improvement Factor Increase</u>
Less than \$3.17	9¢ per hour
\$3.17 - 3.49	10¢ per hour
3.50 - 3.83	11¢ per hour
3.84 - 4.16	12¢ per hour

X - Wages, Hours, and Overtime (Cont'd):

Straight Time  
Hourly Wage Rate

\$4.17 - 4.49  
4.50 - 4.83  
4.84 - 5.16  
5.17 - 5.49  
5.50 - 5.83  
5.84 - 6.16  
6.17 - 6.49  
6.50 - 6.83

Improvement  
Factor Increase

13¢ per hour  
14¢ per hour  
15¢ per hour  
16¢ per hour  
17¢ per hour  
18¢ per hour  
19¢ per hour  
20¢ per hour

C - The general increases in base rates provided for in Paragraph 8-A and the improvement factor increases in base rates provided for in Paragraph 8-B shall be added to the wage rates (starting rate, 45-day rate, and 90-day rate) for each day-work classification.

D - Calculation of 3% Wage Rate Increases:

On classifications other than skilled trades, three per cent (3%) will be added to the 90-day rate in effect on December 4, 1970, and placed within the brackets as shown in the table. The resulting cent per hour increase will be added to the starting and the 45-day, as well as the 90-day rate, effective December 5, 1970.

The same procedure will be followed, effective December 5, 1971, in applying the three per cent (3%) increase to the rates in effect on December 4, 1971.

The skilled trades pay rates show upgrading by multiple categories. The three per cent (3%) will be applied to each category and placed within the brackets as shown in the table. The resulting cent per hour increases will be



X - Wages, Hours, and Overtime (Cont'd):

added to each category.

Apprenticeship rates will be figured at the indicated percentage of Journeyman rates as outlined in the skilled trades agreement.

Adjustments in skilled trades rates will be made on December 5, 1970, and on December 5, 1971, based on rates in effect on December 4, 1970, and December 4, 1971, respectively.

SECTION 9. The parties have agreed to a skilled trades and apprenticeship program which is attached as an exhibit hereto and is a part of this agreement as if set out in full herein and is subject to all the provisions of this agreement.

SECTION 10. Rates for new job classifications as established by the Company shall be designated as temporary and the Union notified thereof within five (5) days. The rate shall be considered temporary for a period of one (1) month following the date of notification to the Union. During this period, the Union may request the Company to negotiate the rate for the job classification. The negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date of the establishment of the temporary rate. If no request has been made by the Union to negotiate the rate within the one (1) month period, or upon completion of negotiations, the temporary rate or the negotiated rate, as the case

X - Wages, Hours, and Overtime (Cont'd):

may be, shall become the established rate for the job classification. If no agreement is reached within thirty (30) days after the Union requests the Company to negotiate the rate, the dispute over such rate may be submitted under the Grievance Procedure at Section 2-C, but not subject to arbitration.

SECTION 11. Cost-of-Living Allowance:

A - Each employee covered by this agreement shall receive a Cost-of-Living Allowance in accordance with the provisions of Paragraph E of this section.

It is agreed that only Cost-of-Living Allowance will be subject to reduction so that, if a sufficient decline in the cost of living occurs, employees will immediately enjoy a better standard of living. Such an improvement will be an addition to the improvement factor increases provided for in Section 8 above.

B - The Cost-of-Living Allowance provided for in Paragraph A shall be added to each employee's hourly wage rate (or straight time hourly earned rate, in the case of employees on an incentive job classification) and will be adjusted up or down as provided in Paragraph E below.

C - The Cost-of-Living Allowance will be determined in accordance with changes in the official Consumer Price Index for Urban Wage Earners and Clerical Workers (including Single Workers), published by the Bureau of Labor Statistics, U.S. Department of Labor, (1957-1959 = 100) and hereinafter referred to as the BLS Consumer Price Index.

D - Effective with the beginning of the first pay period commencing

X - Wages, Hours, and Overtime (Cont'd):

on or after the effective date of this agreement, thirty-two cents (32¢) shall be deducted from the thirty-seven cents (37¢) Cost-of-Living Allowance in effect immediately prior to that date and thirty-two cents (32¢) shall be added to the base wage rates (start, 45-day and 90-day) for each day-work classification in effect on that date, except that said thirty-two cents (32¢) shall not be taken into account for incentive pay calculation purposes. In the case of employees on an incentive basis of pay, the thirty-two cents (32¢) shall be added to the earned rate of such employees. Thereafter, the Cost-of-Living Allowance shall be computed in accordance with Paragraph E below.

E - The amount of the Cost-of-Living Allowance shall be five cents (5¢) per hour effective with the beginning of the first pay period commencing on or after the effective date of this agreement and ending Sunday, December 6, 1970. Effective Monday, December 7, 1970, the Cost-of-Living Allowance shall be five cents (5¢) per hour plus one cent (1¢) for each 0.4 point increase in the BLS Consumer Price Index for July 15, 1970, over the BLS Consumer Price Index for July 15, 1969; provided, however, that in no event shall the Cost-of-Living Allowance after such increase be less than eight cents (8¢) per hour or more than thirteen cents (13¢) per hour, as shown in the following table:

<u>BLS Consumer Price Index as of July 15, 1970</u>	<u>Cost-of-Living Allowance</u>
129.7 or less	8¢ per hour
129.8 - 130.1	9¢ per hour
130.2 - 130.5	10¢ per hour
130.6 - 130.9	11¢ per hour
131.0 - 131.3	12¢ per hour
131.4 or more	13¢ per hour

X - Wages, Hours, and Overtime (Cont'd):

Effective Monday, December 6, 1971, the Cost-of-Living Allowance shall be five cents (5¢) per hour plus one cent (1¢) for each 0.4 point increase in the BLS Consumer Price Index for July 15, 1971, over the BLS Consumer Price Index for July 15, 1969; provided, however, that in no event shall the Cost-of-Living Allowance after such increase be less than eleven cents (11¢) per hour; provided further, should the allowance be more than eleven cents (11¢), the next one cent (1¢) shall be waived and shall not be included in the Cost-of-Living Allowance payable, and the maximum Cost-of-Living Allowance shall be not more than twenty-one cents (21¢) as reflected in the following table:

<u>BLS Consumer Price Index as of July 15, 1971</u>	<u>Cost-of-Living Allowance</u>
130.9 or less	11¢ per hour
131.0 - 131.3	11¢ per hour
131.4 - 131.7	12¢ per hour
131.8 - 132.1	13¢ per hour
132.2 - 132.5	14¢ per hour
132.6 - 132.9	15¢ per hour
133.0 - 133.3	16¢ per hour
133.4 - 133.7	17¢ per hour
133.8 - 134.1	18¢ per hour
134.2 - 134.5	19¢ per hour
134.6 - 134.9	20¢ per hour
135.0 or more	21¢ per hour

In the event one cent (1¢) is waived as provided above, there shall be one more holiday in the third year of the agreement. Such holiday may be either the last work day before January 1, 1972, or a day attached to either the Memorial Day or Fourth of July weekend. The International Union and the Company shall agree as to which day will be selected as the holiday by September 1, 1971.

X - Wages, Hours, and Overtime (Cont'd):

F - The Cost-of-Living allowance shall be taken into account in computing overtime, Sunday, holiday and shift premiums and in determining call-in pay and pay for vacations and unworked holidays.

G - In the event the Bureau of Labor Statistics does not issue the appropriate Consumer Price Indexes on or before the beginning of one of the pay periods referred to in Paragraph E, any adjustments in the Cost-of-Living Allowance required by such appropriate indexes shall be effective at the beginning of the first pay period after receipt of the Indexes.

H - No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the BLS Consumer Price Index for any month or months specified in Paragraph E.

I - The parties to this agreement agree that the continuance of the Cost-of-Living Allowance is dependent upon the availability of the monthly BLS Consumer Price Index in its present form and calculated on the same basis as the Index for July 15, 1969, unless otherwise agreed upon by the parties. If the Bureau of Labor Statistics changes the form or the basis of calculating the BLS Consumer Price Index, the parties agree to request the Bureau to make available, for the life of this agreement, a monthly Consumer Price Index in its present form and calculated on the same basis as the Index for July 15, 1969.

SECTION 12. Bereavement Pay:

When death occurs in an employee's family, i.e., spouse, parent or step-parent, parent or step-parent of a current spouse, child or step-child,

X - Wages, Hours, and Overtime (Cont'd):

brother, stepbrother or half-brother, or sister, stepsister or half-sister, the employee, on request, will be excused for any of the first three (3) normally scheduled working days (excluding Saturdays, Sundays and holidays) immediately following the date of death provided he attends the funeral.

An employee excused from work under the above paragraph shall, after making written application, receive the amount of wages he would have earned by working during straight time hours on such scheduled days of work for which he is excused (excluding Saturdays, Sundays, and holidays, or, in the case of employees working in necessary continuous seven-day operations, the sixth and seventh work days of the employee's scheduled working week and holidays).

Except for employees compensated on group bonus or piece work, payment shall be made at the employee's rate of pay, not including overtime and night shift premium, as of his last day worked. For employees on group bonus or piece work, payment shall be made at the employee's average hourly earned rate, not including overtime and night shift premium, for the hours worked during the last pay period in which the employee worked preceding the pay period in which he is excused. Time thus paid will not be counted as hours worked for purposes of overtime.

SECTION 13. Jury Duty:

An employee with one (1) or more years' seniority who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Company an amount equal to the difference between the amount of wages

X - Wages, Hours, and Overtime (Cont'd):

(excluding night shift premium and continuous operations premium) the employee otherwise would have earned by working during straight time hours for the Company on that day - and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work for the Company.

The Company's obligation to pay an employee for jury duty is limited to a maximum of sixty (60) days in any calendar year.

In order to receive payment, an employee must give local Management prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claims such payment. The provisions of this Section are not applicable to an employee who, without being summoned, volunteers for jury duty.

ARTICLE XI  
HOLIDAY PAY

SECTION 1.

A - All hourly rated employees shall receive holiday pay for New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, the last working day before Christmas Day, and the employee's Birthday, as specified below, providing:

- (1) The employee has seniority as of the date of the holiday;
- (2) The employee would otherwise have been scheduled to work on such day if it had not been a holiday; and
- (3) The employee must have worked the last scheduled work day prior to and the next scheduled work day after such holiday within the employee's scheduled work week; only one (1) work week will be considered. Employees tardy on such last and next scheduled work days shall not lose their holiday pay, provided such tardiness does not exceed twenty-five per cent (25%) of the employee's scheduled work hours for that day. Employees absent on such last scheduled work day and next scheduled work day for reasons of illness must furnish acceptable proof of illness to the Company's Medical Department.

B - Holiday pay shall be for eight (8) hours at straight time exclusive of night bonus, or overtime.



XI - Holiday pay (Cont'd):

C - Employees with seniority who have been laid off in a reduction of force during the work week prior to or during the week in which the holiday occurs will receive holiday pay.

D - Employees with seniority who are absent from work during a regularly scheduled work week during which one of the above mentioned holidays falls due to approved Leave of Absence or sick leave commencing not more than one week prior to, or terminating not more than one week after the week in which the holiday falls shall receive holiday pay.

Employees who are absent from work during a regularly scheduled work week, due to an approved Vacation Leave of not more than four weeks duration, during which one of the above holidays falls shall receive holiday pay.

E - When a holiday falls on Saturday, eligible employees shall receive holiday pay, provided they have worked the full scheduled shift on the last preceding scheduled work day within the week in which that holiday falls.

F - When a holiday falls on a Sunday, holiday pay will be given for the following day if that day is observed by the Federal Government as a holiday.

G - Any employee who works on a holiday will receive holiday pay if otherwise eligible under the holiday procedure and will also be paid double his normal straight time earnings for such hours worked.

H - Employees who have accepted holiday work assignments and failed to report for and perform such work, without reasonable cause acceptable to management, shall not receive holiday pay.

I - Employees who receive holiday pay under this procedure, and work part of a shift that falls within the holiday, shall receive straight time for such work on a holiday.

XI - Holiday Pay (Cont'd):

J - When an employee's birthday falls on a day designated as a holiday under this agreement, the employee shall take the last scheduled work day preceding the designated holiday as his birthday holiday. When an employee's birthday falls on a Saturday that he is scheduled to work, he shall take the last regularly scheduled work day preceding the Saturday as his birthday holiday.

In a year other than Leap Year, March 1 shall be considered as the birthday holiday of an employee whose birthday is February 29.

ARTICLE XII  
VACATION PROVISIONS

SECTION 1. Each employee who, on January 1, 1970, and on each succeeding January 1, for the duration of this Agreement, has one (1) year or more of seniority and who in the twelve (12) months preceding said date shall have worked not less than one thousand forty (1,040) hours shall be entitled to vacation pay as outlined in Section 2 below, and time off, if desired, for a period according to years of service as follows:

One (1) to two (2) years service	=	One (1) week off
Two (2) to eight (8) years service	=	Two (2) weeks off
Eight (8) to fifteen (15) years service	=	Three (3) weeks off
Fifteen (15) years service and over	=	Four (4) weeks off

An employee who moves to a new length-of-service bracket on his anniversary hire date will be allowed vacation leave corresponding to the number of weeks for that particular year that his new bracket calls for. For example: An employee whose eighth (8th) anniversary hire date falls on September 1 is entitled to two (2) weeks vacation time off prior to September 1. After September 1, he would be eligible for an additional one (1) week for a total of three (3) weeks in that calendar year.

Requests for vacation time off must be made and approved by the Company and the Union at least two (2) weeks in advance and the Company reserves the right to limit the number of leaves in any department at one time to not more than ten per cent (10%) of the number of employees in that department.

## XII - Vacation Provisions (Cont'd):

Vacations will be allocated by seniority, except in those cases where such allocation would result in too many employees in the same classification being off, in which event the Company will retain the necessary employees to maintain the operation.

Time lost on account of industrial accidents or occupational disease as well as time lost away from the plant by Union Representatives on official Union business shall be counted as time worked for the purpose of this Section.

Vacation time unused in any calendar year shall be of no value or credit in any other year, except for one week, which may be banked.

### SECTION 2.

A - The Vacation Pay plan presently in effect will remain without change on all earnings for calendar year 1969. Beginning with earnings for calendar year 1970, Vacation Pay will be increased in accordance with the following schedule:

<u>Seniority on December 31, 1970</u>	<u>% of all earnings except Vacation Pay during calendar year 1969</u>	<u>% of all earnings except Vacation Pay during calendar year 1970</u>
1 year but less than 3 years	3%	3-1/2%
3 years but less than 5 years	4%	4-1/2%
5 years but less than 10 years	5-1/2%	6%
10 years but less than 15 years	6%	6-1/2%
15 years but less than 20 years	6-1/2%	7%
20 years or over	7%	7-1/2%

XII - Vacation Provisions (Cont'd):

B - Employees who quit or are discharged shall receive their vacation bonus provided they have accumulated one (1) or more years' seniority at the date of quitting.

C - Employees who retire under the terms of Article XIII of this agreement will receive vacation bonus for the portion of the year during which they were active employees but will not be entitled to any vacation bonus for any period after the date of retirement.

D - The vacation bonus will be paid before March 1 of each year during the life of this Agreement.

E - The bonus in lieu of vacation shall be maintained during the period of this agreement by moving forward the above dates by one (1) year at the expiration of each yearly period.

ARTICLE XIII  
PENSION PLAN

I. The present Pension Plan will remain in effect until January 1, 1971.

Effective January 1, 1971, the following revisions will be made in the Plan.

A - The basic pension payment per year of credited service will be increased to \$4.00 per month for employees who retire on or after December 5, 1969.

This applies to normal retirements, early retirements and total and permanent disability retirements.

B - Employees who retire between December 5, 1969, and January 1, 1971, will be compensated in accordance with the present pension plan until January 1, 1971, at which time payments will be adjusted to the higher rate.

C - Retirees prior to December 5, 1969, will be compensated at the basic benefit rate of \$4.00 per month per year of credited service instead of their present basic benefit rate.

D - Surviving spouse benefits formula will be changed to provide benefits to surviving spouse unless employee specifically rejects it in writing at the time of application for pension. The reduced amount of monthly basic benefit to surviving spouse will be changed

XIII - Pension Plan (Cont'd):

to 55% of 95% from 55% of 90% of employee's actuarially reduced pension. Such percentage shall be increased by one-half of one per cent ( $1/2\%$ ) up to a maximum of 100% for each twelve (12) months in excess of five (5) years that the spouse's age exceeds the employee's age and shall be decreased by one-half of one per cent ( $1/2\%$ ) for each twelve (12) months in excess of five (5) years that the spouse's age is less than the employee's age.

E - The provisions for retirement on account of permanent and total disability will be revised to provide:

1. An employee shall be deemed to be totally and permanently disabled only if he is not engaged in regular employment or occupation for remuneration or profit and on the basis of medical evidence satisfactory to the Company the employee is found to be wholly and permanently prevented from engaging in regular employment or occupation with the Company at the plant or plants where he has seniority for remuneration or profit as a result of bodily injury or disease, either occupational or non-occupational in cause, but excluding disabilities resulting from service in the armed forces of any country unless the employee becomes totally and permanently disabled after he has accumulated at least 10 years of seniority following his separation from service in the armed forces.

XIII - Pension Plan (Cont'd):

2. The reference to deduction of Workmen's Compensation payments from the pension of an employee who retires on account of permanent and total disability will be deleted.

II. Effective January 1, 1972, the plan will be amended as follows:

- A - The basic benefit payment per year of credited service will be increased from \$4.00 to \$5.00 per month for employees retiring on or after December 5, 1969.

III. The cost of the increases outlined above will be funded over a new thirty (30) year funding period commencing with the effective date of the amendments.

All provisions of the present Pension Plan not modified above will remain as at present.



## ARTICLE XIV

### INSURANCE PLAN

#### SECTION 1. Hospital-Medical-Surgical Insurance:

The present Blue Cross-Blue Shield Insurance will be continued without change, except as specified below:

A - Effective January 1, 1970, the Company will provide eligible employees with Michigan Blue Cross-Blue Shield Hospital-Surgical Coverage MVF2 with ML rider, ward. Employees may elect semi-private coverage by paying the difference in cost.

B - Effective January 1, 1970, the Company will pay one-half of the premium for retiree and spouse for exact fill Blue Cross-Blue Shield coverage.

New employees are covered on the first (1st) of the month following the first (1st) full calendar month of continuous service.

#### SECTION 2. Life Insurance:

The Company presently provides eligible employees with a \$5,000 life insurance policy on himself and \$1,000 life insurance coverage on the spouse. In addition to this coverage, he has \$1,000 life insurance for each child from age six (6) months to nineteen (19) years, and on infants from fifteen (15) days to six (6) months in the amount of \$100 (which automatically increases to \$1,000 when the infant attains the age of six (6) months). Such coverage will be maintained by the Company for the period of this agreement.

The life insurance coverage on eligible employees will be increased to \$6,500 effective December 1, 1970, and to \$8,000 effective December 1, 1971.

#### XIV - Insurance Plan (Cont'd):

The Company provides life insurance policies to retirees. Employees who retire on or after January 1, 1970, will be provided a life insurance policy, at no cost to them, in the amount of \$1,000.

New employees are eligible for active life insurance coverage after thirty (30) days of continuous service.

#### SECTION 3.      Accidental Death and Dismemberment:

The Accidental Death and Dismemberment coverage in the amount of \$3,000 will be increased to \$6,000 effective January 1, 1970.

New employees are eligible for this coverage after thirty (30) days of continuous service.

#### SECTION 4.      Sickness and Accident Insurance (nonoccupational):

The Company presently provides \$50.00 weekly sickness and accident benefits for a maximum of twenty-six (26) weeks. Benefits begin on the first (1st) day for accidents and on the fourth (4th) day for sickness. This policy will be maintained without change until January 1, 1970, at which time the weekly benefits will be increased to \$65.00. All other provisions remain the same as at present.

New employees are eligible for this coverage after thirty (30) days of continuous service.

The higher rate will become effective on new disabilities which begin on and after December 5, 1969.

XIV - Insurance Plan (Cont'd):

SECTION 5. Transition Survivor Income Benefits:

Benefits Payable

Monthly income in the amount of \$100.00 per month will be paid to an Eligible Survivor in the event of the employee's death from any cause. This amount will be paid for a maximum of 24 months as long as there is an Eligible Survivor.

Eligible Survivors

Eligible Survivors, and the order in which they qualify for benefits, are as follows:

Class A: Surviving Spouse

The surviving spouse of an employee, provided the spouse was legally married to the employee for at least one year immediately prior to the employee's death and one of the following conditions is met:

1. The employee's income was 50% or more of the combined income of the employee and spouse during the preceding calendar year

or

2. The surviving spouse has an unmarried dependent child of the deceased employee under age 21 at the time each monthly benefit is payable.

Class B: Unmarried Child

An unmarried child of the deceased employee under 21 years of age at the time each monthly benefit is payable.

#### XIV - Insurance Plan (Cont'd):

##### Class C: Parent

A parent of the deceased employee for whom the employee had provided at least 50% support during the preceding calendar year.

If there is more than one Eligible Survivor who qualifies for benefits in Class B or Class C, the monthly payment will be divided equally.

##### Total Disability Benefit

When total disability occurs before age 60 and the employee has an Eligible Survivor at the time disability commences, his transition survivor insurance will be kept in force without further cost for as long as he continues to be totally disabled.

This coverage will be effective December 1, 1971.

#### SECTION 6. Bridge Survivor Income Benefits:

##### Benefits Payable

Monthly income in the amount of \$100.00 per month will be paid to a Class A Eligible Survivor who has received 24 monthly payments under the Transition Survivor Income Benefit, and who was between 50 and 60 years of age at the time of the employee's death.

##### Maximum Payable

Payment will be made each month until:

- (a) remarriage,
- (b) attainment of age 62 or a lower age at which full Widow's or

#### XIV - Insurance Plan (Cont'd):

Widower's Insurance Benefits are paid or payable under the Federal Social Security Act,

(c) in the case of a Class A Eligible Survivor who qualified because of a dependent child, the date on which the Eligible Survivor ceases to have an unmarried dependent child of the employee under 21 years of age, or

(d) death.

#### Total Disability Benefit

When total disability occurs before age 60 and the employee has an Eligible Survivor at the time disability commences, his bridge survivor insurance will be kept in force without further cost for as long as he continues to be totally disabled.

#### Limitations

No benefit will be paid for any month in which the Eligible Survivor is entitled to receive Mothers Insurance Benefits under the Federal Social Security Act.

This coverage will be effective December 1, 1971.

#### SECTION 7. Termination of Insurance:

The insurance of any employee will terminate upon termination of employment.

If any employee is laid off or is on an authorized leave of absence granted for reasons other than sickness or injury, his Life Insurance, Accidental

XIV - Insurance Plan (Cont'd):

Loss of Life, Limb or Sight Insurance and Accident and Sickness Insurance shall be paid by the Company to the end of the second full calendar month from date layoff or leave of absence begins.

The Company will maintain insurance coverage for employees (excluding retirees) who are eligible for and receiving Sickness and Accident benefits (including Pregnancy benefits) or who are drawing Workmen's Compensation insurance payments for up to a maximum period of six (6) months.

Employees laid off by the Company, and employees on approved leave of absence, may maintain their coverage by paying the group rate cost to the Company monthly in advance.

## ARTICLE XV

### GENERAL

SECTION 1. The Company shall permit the use by the Union of sufficient space on the Company's bulletin board for the posting of notices restricted as follows:

- A - Notices of Union recreational and social affairs.
- B - Notice of Union elections, appointments and results of Union elections pertaining to the plant or department involved.
- C - Notice of Union meetings.

ALL SUCH NOTICES MUST BE SUBMITTED TO THE COMPANY FOR APPROVAL BEFORE POSTING.

SECTION 2. The Company shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment as it has prior to the signing of this agreement, through the maintenance of its protective devices and equipment in accordance with the requirements of the State law.

In order to carry out the intent of this Section, the Union shall appoint two (2) of its members to serve on the Plant Safety Committee. The Plant Safety Committee shall meet at least once each month. Special meetings may be held when conditions warrant. Unsafe conditions shall be reported first to the Supervisor of the area.

SECTION 3. Any agreement made by representatives of either party which is not consistent with the terms of this Contract shall be of no force and effect.

XV - General (Cont'd):

SECTION 4.      Validity of Agreement:

This agreement supersedes all prior agreements and understandings, oral or written, except as they are expressly reaffirmed or incorporated herein. Certain established practices which the Company and Union desire to incorporate will be identified in a letter from the Company to the Union dated 1-6-70. Should any term or terms of this agreement be or become wholly or partly in conflict with the laws existing during the term of this agreement, the validity of the balance of this agreement shall in no way be affected, and this agreement shall be deemed modified to conform to the provisions of said existing laws.

SECTION 5.      The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Company and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.



SECTION 6. Copies of all Trustees' Reports of all benefit plans shall be provided to the International Union, UAW, Solidarity House, Detroit, Michigan, (8000 East Jefferson Avenue) and to the Regional Director, 1-D, Box H, Grand Rapids, Michigan 49501.

SECTION 7. Mailing Lists:

Within thirty (30) days after the ratification of this Agreement and every six (6) months thereafter during the term of this Agreement, the Company shall give to the International Union the names of all retirees as well as employees covered by this Agreement together with their addresses as they then appear on the records of the Company. The International Union shall receive and retain such information in confidence and shall disclose it only to those officials of the Union whose duties require them to have such information.

SECTION 8. Compensable Injuries:

When because of a compensable injury it is necessary for an employee to leave his work for medical treatment on the day of injury, he shall be paid for time lost from regular work while receiving treatment. If the doctor finds that the employee is unable to return to work on the day of injury, the employee shall be paid for the balance of the shift on which he was injured. If, upon his return to work, the employee has to receive medical treatment due to such injury, and such treatment can only be received during his regular work shift, he shall be paid for time lost while receiving treatment.

XV - General (Cont'd):

SECTION 9.     Printing of Contract:

The Company shall have the total agreement printed in booklet form and furnish sufficient copies to the Union and to each employee in the bargaining unit.

SECTION 10.   Changes of Address:

It shall be the responsibility of employees to report any change of address or telephone numbers to the Company in writing. The employee shall get a receipt of such notice from the employment office with a duplicate furnished to the Union.

## ARTICLE XVI

### TERMINATION AND MODIFICATION

This Agreement dated DECEMBER 5, 1969 will become effective on December 5, 1969, and shall continue in full force and effect without change until 12:00 midnight September 2, 1972, and thereafter for successive periods of sixty (60) days unless either party shall, on or before the sixtieth (60th) day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate or change, or any combination thereof, shall have the effect of terminating the entire Agreement (on the expiration date) in the same manner as a notice of desire to terminate unless before that date all subjects of amendments proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.

Within ten (10) days after receipt of any such notice, a conference will be arranged to negotiate the proposals, in which case this Agreement shall continue in full force and effect until termination, as provided herein.

Notices shall be sufficient if sent by mail addressed, if to the Union, to Local No. 1402, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, Holland, Michigan, or to such other address as the Union shall furnish to the Company in writing;

XVI - Termination and Modification (Cont'd):

in writing; and if to the Company, to Bohn Aluminum & Brass Company,  
Plant #16, Holland, Michigan, or to such other address as the Company may  
furnish to the Union in writing.

IN WITNESS WHEREOF, the Company has caused these presents  
to be signed in its behalf by its duly authorized and accredited representatives  
and the Union has caused the same to be signed in its name by its accredited  
Officers and Committeemen this 5TH day of DECEMBER, 1969.

BOHN ALUMINUM & BRASS COMPANY  
HOLLAND, MICHIGAN  
PLANT #16  
A DIVISION OF GULF & WESTERN  
METALS FORMING COMPANY

INTERNATIONAL UNION,  
UNITED AUTOMOBILE, AEROSPACE  
AND AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA, UAW  
AND LOCAL #1402 UAW

Allen R. Poore

Walter Nestor

Wilbert Elmans

John J. Voster

John S. Robinson

Harris Olesung

Brian Hyman

Harald Kronmeyer

Kenneth Ter Horst

Douglas Edwards

Robert S. Schubert  
International Representative

Kenneth W. Robinson  
Regional Director

EXHIBIT "A"

BOHN ALUMINUM & BRASS CO. - PLANT 16

UPGRADING SCHEDULE & TABLE OF HOURLY RATES

EFFECTIVE DECEMBER 5, 1969

THE FOLLOWING WAGE RATES ARE EFFECTIVE DECEMBER 5, 1969. A COST OF LIVING ALLOWANCE OF 5¢ PER HOUR MUST BE ADDED TO ALL LISTED RATES.

THE HOURLY WAGE RATE UP-GRADING SCHEDULE FOR ALL JOB CLASSIFICATIONS, EXCEPT IN THE CASE OF EXPERIENCE WORKMEN, SHALL BE AS FOLLOWS:

JOB CLASSIFICATION	START RATE	AFTER 45 CALENDAR DAYS OF EMPLOYMENT	AFTER 90 CALENDAR DAYS OF EMPLOYMENT
JANITOR-SWEEPER	2.84	2.90	2.96
LABOR-MATERIAL HANDLER	2.90	2.96	3.02
PRODUCTION HELPER (FAB., FORGE, EXT., SHIP. & REC., PAINT DEPTS.)	3.13	3.19	3.26
FORGE SAW OPERATOR	3.16	3.22	3.29
FORGE TUMBLER OPERATOR	3.16	3.22	3.29
EXT. BALER OPERATOR	3.18	3.24	3.31
LEA, SAND & DEBURR	3.18	3.24	3.31
TOOL KEEPER	3.20	3.26	3.32
EXT. DIE-HEAD MAN	3.20	3.26	3.32
FORGE BELT INSPECTOR	3.20	3.26	3.32
EXT. PRESS UTILITY MAN	3.20	3.26	3.32
FAB. ANODIZE HOIST OPERATOR	3.22	3.28	3.34
FORGE CHAMFER OPERATOR	3.23	3.29	3.35
FORGE GRINDER OPERATOR	3.23	3.29	3.35
SILK SCREENER	3.23	3.29	3.36
LINE SANDER OPERATOR (MACHINE OPERATOR ONLY)	3.24	3.30	3.37
TOOL ROOM HELPER	3.25	3.31	3.37
FAB. ANODIZE RACK MAKER	3.26	3.32	3.38
GAS WELDER	3.27	3.33	3.39
TORCH BRAZER	3.27	3.33	3.39
STOCKKEEPER	3.28	3.34	3.40
EXT. BILLET SAW OPERATOR	3.28	3.34	3.41
WAREHOUSEMAN	3.29	3.35	3.41
FORGE PRESS OPERATOR	3.31	3.37	3.43
OILER	3.31	3.37	3.43
SCREW MACHINE OPERATOR	3.34	3.40	3.46
LABORATORY HELPER	3.35	3.41	3.47
FAB. SET-UP MAN	3.37	3.43	3.49
HAND BUFFING (SEPARATELY OR IN COMBINATION WITH DEBURRING)	3.39	3.45	3.51
FLOOR INSPECTOR	3.41	3.47	3.53
SAMPLEMAKER	3.50	3.56	3.62
EXTRUSION PRESS OPERATOR	3.51	3.57	3.63
LAYOUT INSPECTOR	3.58	3.64	3.70
SCREW MACHINE OPERATOR & SET-UP	3.59	3.65	3.71

EXTRUSION DIE REPAIR CLASSIFICATION:

START RATE	3.68
AFTER 60 CALENDAR DAYS	3.73
AFTER 6 MONTHS	3.79
AFTER 1½ YEARS	3.85
AFTER 2 YEARS	3.91

MAINTENANCE DEPT.- TRAINEES  
OTHER THAN INDENTURED APPRENTICES

AFTER 2000 HOURS	3.89
AFTER 3000 HOURS	3.97
AFTER 4000 HOURS	4.04
AFTER 5000 HOURS	4.11
AFTER 6000 HOURS	4.19
AFTER 7000 HOURS	4.26
AFTER 8000 HOURS	4.33

MAINTENANCE DEPT.-  
INDENTURED APPRENTICES

1ST 1000 HOURS	2.81
2ND 1000 HOURS	3.03
3RD 1000 HOURS	3.25
4TH 1000 HOURS	3.46
5TH 1000 HOURS	3.68
6TH 1000 HOURS	3.90
7TH 1000 HOURS	4.11
8TH 1000 HOURS	4.11
APPROVAL BY JOINT APPRENTICESHIP COMMITTEE	4.33

TOOL ROOM-TRAINEES  
OTHER THAN INDENTURED APPRENTICES

AFTER 2000 HOURS	4.01
AFTER 3000 HOURS	4.09
AFTER 4000 HOURS	4.16
AFTER 5000 HOURS	4.23
AFTER 6000 HOURS	4.31
AFTER 7000 HOURS	4.38
AFTER 8000 HOURS	4.45

TOOL ROOM-INDENTURED APPRENTICES

1ST 1000 HOURS	2.89
2ND 1000 HOURS	3.12
3RD 1000 HOURS	3.34
4TH 1000 HOURS	3.56
5TH 1000 HOURS	3.78
6TH 1000 HOURS	4.01
7TH 1000 HOURS	4.23
8TH 1000 HOURS	4.23
APPROVAL BY JOINT APPRENTICESHIP COMMITTEE	4.45

\* IN DETERMINING THE EFFECTIVE DATE OF THE 45 AND 90 DAY RATE INCREASE, EACH CALENDAR DAY SHALL BE COUNTED EXCEPT FOR ABSENCES OF MORE THAN 5 CONSECUTIVE DAYS OF SCHEDULED WORK.

GROUP LEADER: AT THE TIME AN EMPLOYEE IS APPOINTED TO GROUPELEADER HE SHALL RECEIVE A \$.06 PER HOUR INCREASE ABOVE THE HIGHEST RATE IN THE GROUP IN WHICH SUCH EMPLOYEE IS SERVING AS A GROUP LEADER. FORTY-FIVE CALENDAR DAYS LATER THE EMPLOYEE SHALL BE CONSIDERED FOR AN ADDITIONAL \$.06 PER HOUR MERIT INCREASE MAKING A TOTAL INCREASE OF \$.12 PER HOUR ABOVE THE HIGHEST RATE IN THE GROUP. IN THE EXTRUSION DEPARTMENT THE HIGHEST RATE IN THE GROUP IS TO BE CONSIDERED \$3.63, THE RATE OF EXTRUSION PRESS OPERATOR. THE HIGHEST RATE IN THE INSPECTION DEPARTMENT IS CONSIDERED TO BE \$3.53, FLOOR INSPECTOR. UP-GRADING TO NEW JOB CLASSIFICATION IN THE (45) AND (90) CALENDAR DAY AUTOMATIC PROGRESS-ION.

ON ENTERING A NEW JOB CLASSIFICATION THE EMPLOYEE SHALL RECEIVE THE WAGE RATE IN THE NEW JOB CLASSIFICATION WHICH IS EQUAL TO THE EMPLOYEE'S FORMER WAGE RATE. IF THERE IS NO WAGE RATE IN THE NEW JOB CLASSIFICATION EQUAL TO EMPLOYEE'S FORMER WAGE RATE, THE EMPLOYEE SHALL RECEIVE THE WAGE RATE IN THE NEW JOB CLASSIFICATION WHICH IS ABOVE AND CLOSEST TO EMPLOYEE'S FORMER WAGE RATE. ON OR BEFORE THE COMPLETION OF FORTY-FIVE CALENDAR DAYS OF EMPLOYMENT IN THE NEW JOB CLASSIFICATION, THE EMPLOYEE SHALL RECEIVE OR HAS RECEIVED THE NEXT WAGE RATE STEP, IF ANY, IN THE NEW JOB CLASSIFICATION.

SHOULD THE EMPLOYEE HAVE PREVIOUS EXPERIENCE IN THE NEW JOB CLASSIFICATION, AND BE ABLE TO IMMEDIATELY AND SATISFACTORILY PERFORM THE NEW JOB, HE SHALL RECEIVE THE NINETY-DAY WAGE RATE.

EMPLOYEES ENTERING NEW JOB CLASSIFICATIONS MAY BE RETURNED TO THEIR FORMER JOB AND SENIORITY STATUS AT ANY TIME DURING THEIR FIRST FORTY-FIVE CALENDAR DAYS OF EMPLOYMENT IN THE NEW JOB CLASSIFICATION IF, IN THE SUPERVISOR'S JUDGEMENT, THE EMPLOYEE HAS FAILED TO SHOW THE ABILITY NECESSARY TO CONTINUE IN THE NEW JOB CLASSIFICATION.

DOWNING-GRADING TO LOWER WAGE RATED JOB CLASSIFICATION:

ON ENTERING A NEW JOB CLASSIFICATION THE EMPLOYEE SHALL RECEIVE THE SAME RATE IN THE NEW JOB CLASSIFICATION WHICH HE WOULD HAVE RECEIVED IN AN UPGRADING TO THE NEW JOB FROM A PRODUCTION HELPER CLASSIFICATION. ON OR BEFORE THE COMPLETION OF FORTY-FIVE CALENDAR DAYS OF EMPLOYMENT IN THE NEW JOB CLASSIFICATION THE EMPLOYEE SHALL RECEIVE OR HAS RECEIVED THE NEXT WAGE RATE STEP, IF ANY, IN THE NEW JOB CLASSIFICATION. SHOULD THE EMPLOYEE HAVE PREVIOUS EXPERIENCE IN THE NEW JOB CLASSIFICATION AND BE ABLE TO IMMEDIATELY AND SATISFACTORILY PERFORM THE NEW JOB, WITHOUT TRAINING, HE SHALL RECEIVE THE MAXIMUM RATE.

AN EMPLOYEE DOWN GRADING TO A PRODUCTION HELPER JOB SHALL RECEIVE THE RATE IN THE NEW JOB CLASSIFICATION WHICH CORRESPONDS TO HIS FORMER WAGE RATE STEP, PROVIDING HE IS ABLE TO IMMEDIATELY AND SATISFACTORILY PERFORM THE NEW JOB WITHOUT TRAINING, ON OR BEFORE THE COMPLETION OF FORTY-FIVE CALENDAR DAYS OF EMPLOYMENT IN THE NEW JOB CLASSIFICATION THE EMPLOYEE SHALL RECEIVE OR HAS RECEIVED THE NEXT WAGE RATE STEP, IF ANY, IN THE NEW JOB CLASSIFICATION. SHOULD THE EMPLOYEE HAVE PREVIOUS EXPERIENCE IN THE NEW JOB CLASSIFICATION AND BE ABLE TO IMMEDIATELY AND SATISFACTORY PERFORM THE NEW JOB, WITHOUT TRAINING, HE SHALL RECEIVE THE MAXIMUM RATE.

AN EMPLOYEE DOWN-GRADING TO A JOB HAVING A LOWER WAGE RATE THAN PRODUCTION HELPER SHALL RECEIVE THE RATE IN THE NEW JOB CLASSIFICATION WHICH CORRESPONDS TO HIS FORMER WAGE RATE STEP, PROVIDING HE IS ABLE TO IMMEDIATELY AND SATISFACTORILY PERFORM THE NEW JOB WITHOUT TRAINING, ON OR BEFORE THE COMPLETION OF FORTY-FIVE CALENDAR DAYS OF EMPLOYMENT IN THE NEW JOB CLASSIFICATION THE EMPLOYEE SHALL RECEIVE OR HAS RECEIVED THE NEXT WAGE RATE STEP, IF ANY, IN THE NEW JOB CLASSIFICATION. SHOULD THE EMPLOYEE HAVE PREVIOUS EXPERIENCE IN THE NEW JOB CLASSIFICATION AND BE ABLE TO IMMEDIATELY AND SATISFACTORILY PERFORM THE NEW JOB, WITHOUT TRAINING, HE SHALL RECEIVE THE MAXIMUM RATE.



SKILLED TRADES SUPPLEMENTARY  
AGREEMENT

This Agreement entered into this 5th day of December, 1969, between Plant 16 of Bohn Aluminum & Brass Company, a Division of Gulf & Western Metals Forming Company, Holland, Michigan, hereinafter referred to as the Company and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, (UAW) and its Local Union 1402.

Section 1. Skilled Trades Departments for the purpose of this Agreement, shall mean the Tool and Die Department, the Maintenance Department, and the Extrusion Die Repair.

Section 2. Seniority in the Skilled Trades Departments shall be by occupations or trades within a department. Seniority list shall be by basic classification, except that present employees of such departments shall continue to be listed in the same order shown on seniority lists last published prior to December 5, 1969, the date of this Agreement. Neither this section, nor any other section of this Agreement, shall be interpreted to mean that the Company shall not have the right of assigning work outside of classification to fill out a Journeyman's time or to answer an emergency.

Section 3. After the signing of this Agreement, seniority of Journeymen in the Skilled Trades Departments shall begin as of date of entry into such department except graduates of the apprenticeship program; they shall have seniority as provided for in the apprenticeship standards.

Section 4. Production workers will not carry seniority into the skilled trade occupations; however, skilled trades workers may, in case of layoff, exercise their plant seniority as provided in Article VIII of the Bargaining Agreement.

Section 5. The term "Journeyman" as used in this Agreement, shall mean any person:

A. Who presently holds a Journeyman classification in the plant in the skilled trades occupations.

B. Who has served a bona fide apprenticeship and has a certificate which substantiates his claim of such service.

C. Who has had eight years of practical experience and can prove same with proper affidavits.

The Company may consider the possession of a UAW Journeyman Card as presumptive proof of qualifications under "B" and "C" above.

Section 6. Any further employment in the skilled trades occupations in these plants, after signing of this Agreement, shall be limited to Journeymen and Apprentices.

Section 7. Whenever the skilled trades occupations are required to increase their force, and Journeymen are not available, a changeover employee agreement may be negotiated. Such agreement shall fully protect the equity of the skilled Journeyman, and provide that the changeover employee shall not accumulate seniority or permanent status in the Skilled Department but shall accumulate seniority in his Production Department.

The Company may hire temporary employees, whether or not a changeover agreement is negotiated, provided the skilled trades seniority employees are regularly employed and the agreed upon number of apprentices are indentured, and further provided the usual procedures for recruitment of Journeymen are continued. Such temporary employees shall be hired with the understanding that seniority cannot be attained and release will be forthcoming as Journeymen become available through either the apprenticeship program or recruitment, or the need is removed.

Section 8. In case of layoff in the Skilled Trades Department, the following procedure shall be used:

- A. Temporary employees.
- B. Probationary Journeymen.
- C. Youngest seniority employee within the occupation having a seniority date subsequent to December 5, 1969, the date of this Agreement.
- D. Youngest seniority employee in the department having established seniority prior to December 5, 1969, the date of this Agreement, providing the employee retained is able to perform the available work.
- E. The same procedure shall apply in the Maintenance Department.
- F. Recalls shall be made in the reverse order of the layoffs.

Section 9. The following classifications shall be established in the Skilled Trades Departments:

Tool & Die Maker  
Electrician  
Welder Maintenance (not apprenticeable)  
Millwright  
Extrusion Die Repair (not apprenticeable)  
Saw Sharpener-Cannister Maker (not apprenticeable)

Section 10. The Company and the Union agree to negotiate an apprenticeship program. The apprenticeship standards shall be in keeping with the standards of the International Union, UAW. The apprenticeship standards when completed shall be considered as an inseparable part of the Supplementary Agreement.

Section 11. All sections of the Bargaining Agreement presently in effect which are not inconsistent with the Supplement shall apply to the skilled workers.

#### TRAINING PROGRAM

When Journeymen are not available in the Skilled Trades classification of Extrusion Die Repair which is not apprenticeable, workers from other sections of the plant may be transferred to such department and classified as trainees.

Such transferees shall be given on-the-job experience in the Extrusion Die Repair classification to make them proficient in performing their duties.

Trainees shall be selected after plant posting on the basis of their overall qualifications.

1. Applicants who are interested in and qualified for such a program.
2. Should no employees be interested and/or qualified, then the Company may hire suitably qualified persons outside of the Company. New employees shall not be hired into this classification until an opportunity has been provided for all qualified employees having adaptable skills, to be transferred into these classifications.
3. Accepted applicants shall serve a probationary period of 90 calendar days. Such time may be worked on the day shift.
4. The hiring rate of Extrusion Die Repairmen trainees exclusive of cost-of-living, shall be not less than 23 cents less than the Journeyman rate with automatic increases of 5 cents at the end of 60 days, an additional 6 cents at 6 months, additional 6 cents at 1-1/2 years and final 6 cents at the end of 2 years in the training program.
5. Upon completion of the two year period, such employee shall use for his Skilled Trades seniority 100% of his actual training time for the purpose of layoff and recall.

Only in the event of a curtailment of force in the Skilled Departments will such transferees be transferred back to their former departments, except during the probationary period. All trainees will be transferred or laid off before

Journeyman are laid off.

The trainees will exercise their seniority in their own trainee classification in the event of reduction of force.

The last individual transferred or hired into the department shall be the first transferred out or laid off as the case may be.

Trainees shall work those shifts which would be most advantageous to their training.

APPROVED BY:

Plant 16  
Bohn Aluminum & Brass Company

Allan R. Poore

Allan R. Poore, Dir. Ind. Relations

Walter Nester

Walter Nester, Plant Manager

Wilbert Ehmann

Wilbert Ehmann, Asst. Plt. Manager

John J. Hosta

John J. Hosta, Plt. Superintendent

John S. Nahikian

John S. Nahikian, Personnel Manager

SKILLED TRADES DEPARTMENT, UAW

Thomas Gibson

Thomas Gibson, Assistant Director

Joseph C. Ptaszynski

Joseph C. Ptaszynski

INTERNATIONAL UNION, UNITED  
AUTOMOBILE, AEROSPACE AND  
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